

BYLAW 510/90

TOWN OF ELK POINT #043

A BY-LAW OF THE TOWN OF ELK POINT, IN THE PROVINCE OF ALBERTA, AUTHORIZING THE MUNICIPAL COUNCIL OF THE TOWN OF ELK POINT TO ENTER INTO AGREEMENTS WITH HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF ALBERTA (HEREIN REPRESENTED BY THE MINISTER OF ENVIRONMENT)

WHEREAS under the provisions of Section 116 of the Municipal Government Act, being Chapter M-26 of the Revised Statutes of Alberta, 1980, with amendments thereto, the Council may pass a by-law authorizing the making of an agreement with the Province of Alberta, or its agents, for the performance of any matter or thing considered by the Council and the Province or its agents, to be a benefit to both parties;

AND WHEREAS, the Town of Elk Point desires a water pumping service from the Minister of Environment, subject to the terms and conditions contained in an Emergency Water Supply Agreement;

AND WHEREAS, there is established by the Minister of the Environment rate or rates for those periods of time during which the equipment is actually used to perform the work required by the Town of Elk Point;

AND WHEREAS, the Town of Elk Point does agree to pay the rate or rates established by the Minister of the Environment for use of the equipment as set out in the Emergency Water Supply Agreement.

NOW THEREFORE, THE MUNICIPAL COUNCIL OF THE TOWN OF ELK POINT, IN COUNCIL ASSEMBLED, ENACTS AS FOLLOWS:

- 1) Upon the final passing of this By-Law the Mayor and Municipal Administrator of the town be and are hereby authorized, empowered and directed to execute the said Agreement marked Schedule "A", hereto, by, for and on behalf of the Town of Elk Point.
- 2) This By-Law shall take effect upon the date of the final passing thereof.

1st READING

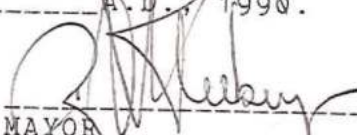
READ a FIRST time in Council this 30 day of APRIL A.D., 1990.

2nd READING

READ a SECOND time in Council this 30 day of APRIL A.D., 1990.

3rd and FINAL READING

READ a THIRD time in Council and FINALLY PASSED this 30 day of APRIL A.D., 1990.



MAYOR
B. G. KLEEBERGER



MUNICIPAL ADMINISTRATOR
L.P. (Pat) VINCENT

GOVERNMENT OF THE PROVINCE OF ALBERTA
Department of the Environment
Emergency Water Supply Agreement

THIS AGREEMENT made in duplicate this 30 day of APRIL, 1990.
BETWEEN the Parties:

hereinafter called the "Local Authority",

- and -

HER MAJESTY THE QUEEN, in Right of Alberta,
as represented herein by the Minister of the
Environment, hereinafter called the "Minister".

RECITALS:

THE LOCAL AUTHORITY DESIRES a water pumping service from the Minister
subject to the Terms and Conditions attached hereto and marked "Appendix A".

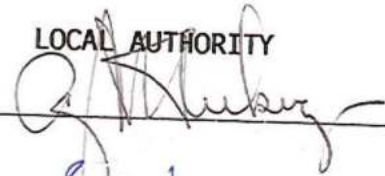
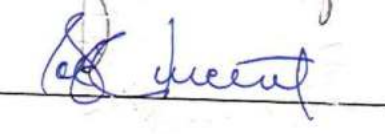
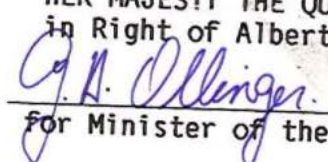
THE LOCAL AUTHORITY is authorized by Resolution/By-Law No. 510/90
dated April 30, 1990 to enter into this Agreement.

NOW THEREFORE in consideration of the covenants hereinafter provided
and subject to the Terms and Conditions hereinafter expressed, and in
consideration of the rate or rates indicated in the Schedules attached hereto
and forming part of this Agreement, THE PARTIES AGREE AS FOLLOWS:

THE LOCAL AUTHORITY SHALL PAY the rate or rates as detailed in
Schedule "A" and Schedule "B" attached hereto and forming part of this
Agreement for those periods of time during which the equipment is actually
used to perform the work required by the Local Authority.

THIS AGREEMENT inures to the benefit of and is binding upon the
Parties to this Agreement and their respective successors and approved assigns.

THIS AGREEMENT is executed by the Parties as of the date first shown.

_____	LOCAL AUTHORITY
Witness	
_____	
Witness	
_____	HER MAJESTY THE QUEEN
Witness	in Right of Alberta
	
	for Minister of the Environment

A P P E N D I X " A "

TERMS AND CONDITIONS

(A) Transportation

The Minister shall provide the transportation for the equipment listed in Schedule "A", and the Local Authority shall pay the prescribed rates or rate as authorized by the Minister listed in Schedule "B", attached hereto and forming part of this Agreement.

(B) Personnel

- (i) The Local Authority shall provide sufficient manpower at the job site for unloading equipment and pipe, installation of equipment, laying of pipeline and dismantling and loading of pipe and equipment at the completion of the job.
- (ii) The Local Authority shall provide 24 hour operation and maintenance for the pump or pumps provided by the Minister under this Agreement.
- (iii) The Minister shall provide sufficient manpower to supervise the unloading, installation and loading of pipe and any other equipment that might be required. Any additional labour or supervision that is provided by the Minister will be charged to the Local Authority at the rate or rates listed in Schedule "B" attached hereto and forming part of this Agreement.

(C) Materials

The Local Authority shall provide, at its own expense, any materials required to lay the pipeline including but not limited to bridging and culverts.

(D) Damage to Equipment

- (i) The Minister may assume liability for damages to the equipment that result from his negligence or Third Party accident.
- (ii) Damages to equipment resulting from actions by the Local Authority conducted without the Minister's direct supervision or caused by the negligence of the Local Authority shall be recovered by the Minister by invoicing the Local Authority directly.

(E) Permits, Licenses, Easements

- (i) The Local Authority shall obtain any permits, licenses, or right-of-way required to divert water, and easements to cross lands not owned by the Local Authority.

(F) Liability of Local Authority

- (i) The Local Authority shall indemnify the Minister against all loss, expenses, penalties, damages, condemnations and law costs which the Minister may suffer or may be required or condemned to pay for personal injuries (including death) and any property damage suffered by any person arising out of the performance of this Agreement.
- (ii) The Local Authority shall indemnify the Minister against all claims arising from the quality of the water pumped, and any failure by the Lessee to obtain the necessary permits, easements, licences, and right-of-way required to perform the pumping operation.

(G) Payment

The Accounts Payable under this Agreement shall be paid upon receipt of an invoice from the Minister and such amounts shall be due and owing by the Local Authority upon the date of receipt of said invoice at the address designated on the invoice.

(H) Termination of Agreement and Project

- (i) The Minister may, at his sole discretion, determine that the emergency water supply situation has terminated. At such time, the Minister shall inform the Local Authority verbally and confirm in writing, that the project and agreement are terminated and the project and agreement shall be deemed terminated on the date of the verbal notification of termination by the Minister.
- (ii) If at any time after the execution of this agreement the Local Authority determines that the emergency water pumping service is not required it will immediately so inform the Minister verbally and confirm in writing. In such a case the Local Authority shall be liable for all costs incurred by the Minister to provide the pumping services requested by the Local Authority.

SCHEDULE "A"

Equipment Rental Rates

EQUIPMENT

- (1) Pipe Rental @ .10c ft./month
- (2) Pump Rental @ \$12.00 /operating hr., including fuel, and all maintenance

SCHEDULE "B"

Miscellaneous Charges

OTHER CHARGES

- (1) Pipe Delivery and Pickup:
 - (a) Single/Tandem Axle Truck @ \$30.00 /hour
 - (b) High/Low Boy Trailer @ \$ 8.50 /hour
 - (c) Pipe Trailer @ \$ 4.50 /hour

Delivery will be from _____ to Elk Point
Pick-up will be from Elk Point to _____